

As a provider of web site hosting, and other Internet-related services, Nixperience Pte Ltd offers its clients, and their customers and users, the means to disseminate a wealth of public, private, commercial, and non-commercial information. Nixperience Pte Ltd respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Nixperience Pte Ltd reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Nixperience Pte Ltd has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing Nixperience Pte Ltd's services. This AUP will be revised from time to time. A customer's use of Nixperience Pte Ltd's services after changes to the AUP are posted on Nixperience Pte Ltd's web site, www.nixperience.com, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet to disseminate information to others.

When information is disseminated through the Internet, they also must keep in mind that Nixperience Pte Ltd does not review, edit, censor, or take responsibility for any information its clients may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Nixperience Pte Ltd's network and may reach a large number of people, including both clients and non-clients of Nixperience Pte Ltd, clients' postings to the Internet may affect other clients and may harm Nixperience Pte Ltd's goodwill, business reputation, and operations. For these reasons, clients violate Nixperience Pte Ltd policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

- Obscene Speech or Materials
- Spamming
- Intellectual Property Violations
- Defamatory or Abusive Language
- Forging of Headers
- Illegal or Unauthorized Access to Other Computers or Networks
- Background Running Programs
- Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities
- Facilitating a Violation of this AUP
- Export Control Violations
- Usenet Groups
- Other Illegal Activities
- Other Activities

Obscene Speech or Materials

Using Nixperience Pte Ltd's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Nixperience Pte Ltd is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Nixperience Pte Ltd's network.

Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward Nixperience Pte Ltd, but also because it can overload Nixperience Pte Ltd's network and disrupt service to Nixperience Pte Ltd clients. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Nixperience Pte Ltd has the discretion to determine from all of the evidence whether the Email recipients were from an "opt-in" Email list. Refer to our UCE/SPAM Policy for more information.

Intellectual Property Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Nixperience Pte Ltd is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also Nixperience Pte

Ltd's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Defamatory or Abusive Language

Using Nixperience Pte Ltd's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks

Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Background Running Programs

Background Daemons in general are prohibited on Nixperience Pte Ltd servers, including, but not limited to, IRC bots, egg drop, BitchX, XiRCON, warez sites and any other program that interferes with normal server operation.

Nixperience Pte Ltd will be the sole arbiter of what constitutes a violation of the above policy.

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

Export Control Violations

Exporting encryption software over the Internet or otherwise, to points outside the Singapore.

Usenet Groups

Nixperience Pte Ltd reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities

Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities

Engaging in activities, whether lawful or unlawful, that Nixperience Pte Ltd determines to be harmful to its clients, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the client. Nixperience Pte Ltd will not, as an ordinary practice, monitor the communications of its client to ensure that they comply with Nixperience Pte Ltd policy or applicable law. When Nixperience Pte Ltd becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site,

implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Nixperience Pte Ltd also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Nixperience Pte Ltd urges its clients to assume that all of their on-line communications are insecure. Nixperience Pte Ltd cannot take any responsibility for the security of information transmitted over Nixperience Pte Ltd's facilities.

Nixperience Pte Ltd will not intentionally monitor private electronic mail messages sent or received by its clients unless required to do so by law, governmental authority, or when public safety is at stake. Nixperience Pte Ltd may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Nixperience Pte Ltd may disclose information, including but not limited to, information concerning a client, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Nixperience Pte Ltd assumes no obligation to inform the client that client information has been provided and in some cases may be prohibited by law from giving such notice. Finally, Nixperience Pte Ltd may disclose client information or information transmitted over its network where necessary to protect Nixperience Pte Ltd and others from harm, or where such disclosure is necessary to the proper operation of the system.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Nixperience Pte Ltd and its clients, as responsible members of the Internet. Any complaints about a client's violation of this AUP should be sent to abuse@nixperience.com.

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